

***United States Court of Appeals
for the Second Circuit***



APPENDIX

75-1405

B
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S

UNITED STATES COURT OF APPEALS

FOR THE SECOND CIRCUIT

Docket No. 75-1405

UNITED STATES OF AMERICA,

Appellee,

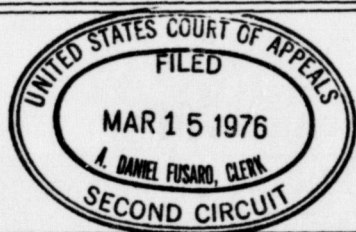
-against-

ALGIS GALE,

Appellant.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

GOVERNMENT'S APPENDIX



DAVID G. TRAGER,
United States Attorney,
Eastern District of New York.

PAGINATION AS IN ORIGINAL COPY

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U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL HOUSING ADMINISTRATION

**REQUEST FOR VERIFICATION
OF EMPLOYMENT**

1. NAME OF APPLICANT
Guillerma Cuenas

2. FHA Case No.
(when available)

3. ADDRESS OF APPLICANT
24 Furman Street
Brooklyn, New York

147-19097 MG Q35

FBI
LABORATORY

INSTRUCTIONS: Initiated by Mortgagee and forwarded to Applicant's Employer for completion and return.

Name and Address of Applicant's Employer

LOS Antillas Mators, Inc.
1606 Bushwick Avenue
Brooklyn, New York

To Employer:

An application has been made by the above-named applicant for a mortgage loan to be made by this institution and insured by the Federal Housing Administration. The confirmation requested is to be forwarded to us for the confidential use of ourselves and the Federal Housing Administration.

The Applicant's signed statement authorizes the Commissioner and Mortgagee to verify the statements contained in his application by communicating with any firm or institutions named therein.

4. Date
January 26, 1971

5. Mortgagee
Guillerma Cuenas

EMPLOYER'S VERIFICATION

6. Present position
Export Sales Ass't. Mgr.

7. Length of employment
3 Years 4 Mo.

8. PRESENT RATE OF PAY*

HOURLY ANNUAL

Name and Address of Mortgagee

33625 000 I
The Chase Manhattan Bank, N.A.
c/o Bedford Stuyvesant Restoration Corporation
268 Ashland Place
Brooklyn, New York 11217

\$ 11,400.00

ADDITIONAL COMPENSATION-ACTUAL
AMOUNTS RECEIVED PAST 12 MONTHS

Overtime \$

Commissions \$

Bonus \$ 800.00

* If applicant is in military service please report income on a monthly basis as follows:

Base pay \$ _____ quarters and subsistence \$ _____ flight or hazard duty allowance \$ _____

9. Probability of continued employment **Excellent**

10. Other remarks

Will head up the entire sales export division by 1972.

The above is furnished you in strict confidence in response to your request

11. Date
1/29/71

12. Official title
Director

13. Signature of employer
[Signature]



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL HOUSING ADMINISTRATION

2. FHFA Case No.
373 169702

BSRC 2068

MORTGAGEE'S APPLICATION FOR MORTGAGOR APPROVAL
AND COMMITMENT FOR MORTGAGE INSURANCE UNDER
THE NATIONAL HOUSING ACT

☒ SEC. 203(b) ☐ SEC.

5. MORTGAGEE - Name, Address & Zip Code

33625 000 1
The Chase Manhattan Bank, N.A.
%Bedford Stuyvesant Restoration Corp.
268 Ashland place
Brooklyn, New York 11217

MAR 11 1971

(Please locate address within corner marks)

3. PROPERTY ADDRESS

719A Quincy Street, Bklyn, NY

4. MORTGAGORS:

Husband Guillermo Cuevas Age 27
Wife Rose Cuevas Age 23
Address 24 Furman Avenue
Brooklyn, New York

Married yes Yrs. 4 No. of Dependents 3 Ages 2, 3, 23

Co-Mortgagor(s)

STATISTICAL INFORMATION:

☐ White (Non-Minority) ☐ American Indian ☐ Spanish American
☐ Negro / Black ☐ Oriental ☐ Other Minority

Mortgage Amount \$ 19,750 Interest Rate 7 % No. of Months 360 Monthly Payment Principal & Interest \$ 133.07

6. MORTGAGE APPLIED FOR

Refinance ☐ Finance Impr. ☐ Other ☐
Exist. Loan ☐ to Exist. Prop. ☐
Builder ☐ Escrow Commit. Mortgagor ☐

7. PURPOSE OF LOAN: ... ☐ on Own Land ☒ Purchase ☐ Landlord ☐ Builder

MORTGAGOR WILL BE: ... ☒ Occupant ☐ Landlord ☐ Builder

8. EMPLOYMENT

Husband's occupation EXPORT Sales Ass't Mgr.
Employer's name & address Los Antillas Mators Inc.
1606 Bushwick Avenue
Brooklyn, New York years employed 3YRS
Wife's occupation Housewife months 4
Employer's name & address _____
years employed _____

9. MONTHLY INCOME

Husband's base pay \$ 950.00
Other Earnings (explain) Bonus 66.66
Wife's base pay
Other Earnings (explain)
Gross Income, Real Estate 120.00
Other (explain)
TOTAL \$ 1,136.66

10. PREVIOUS MONTHLY HOUSING EXPENSE

Mortgage payment or rent \$ 126.00
Fire Insurance
Taxes, special assessments
Maintenance 60.00
Heat & Utilities
Other (explain)
TOTAL \$ 186.00

11. PREVIOUS MONTHLY FIXED CHARGES

Federal, State & Local income taxes \$ 142.30
Prem. for \$ _____ Life Insurance 20.00
Social Security & Retirement Payments
Installment account payments
Operating Expenses, other Real Estate
Other (explain)
TOTAL \$ 162.30

12. ASSETS FOR CLOSING

Cash accounts Banco De Ponce \$ 400.00
Marketable securities
Other (explain)
OTHER ASSETS (A) TOTAL \$ 400.00
Cash deposit on purchase 1,500.00
Other (explain) 66 Rambler 1,000.00
Household items 5,000.00
(B) TOTAL \$ 7,500.00

13. LIABILITIES

Automobile \$ _____
Debts, other Real Estate
Life Insurance Loans
Notes payable
Credit Union
Retail accounts
TOTAL \$ _____

14. FUTURE MONTHLY PAYMENTS

(a) Principal & Interest \$ 133.07
(b) FHA Mortgage Insurance Premium 8.20
(c) Ground rent (Leasehold only)
(d) TOTAL DEBT SERVICE (a+b+c) 141.27
(e) Fire Insurance 6.00
(f) Taxes, special assessments 32.00
(g) TOTAL MTG. PAYT. (d+e+f) 179.27
(h) Maintenance 15.00
(i) Heat & utilities 60.00
(j) TOTAL HSG. EXPENSE (g+h+i) 254.27
(k) Other recurring charges (explain) 20.00
(l) TOTAL FIXED PAYT. (j+k) 274.27

15. SETTLEMENT REQUIREMENTS

(a) Existing debt (Refinancing only) \$ 20,700.00
(b) Sale price (Realty only) 21,500.00
(c) Repairs & Improvements 800.00
(d) Closing Costs 22,300.00
(e) TOTAL (a+b+c+d) 19,750.00
(f) Mortgage amount 2,550.00
(g) Mortgagor's required investment (e-f) 96.00
(h) Prepayable expenses. 3 months taxes
(i) Non-realty & other items 2,646.00
(j) TOTAL REQUIREMENTS (g+h+i) 1,500.00
(k) Amt. pd. ☒ cash ☐ Other (explain) 1,146.00
(l) Amt. to be pd. ☒ cash ☐ Other (explain)
(m) Tot. assets available for closing (12)(A) \$ 400.00

SELLER WILL PAY CLOSING COST

16. Do you own other Real Estate? ☐ Yes ☒ No Is it to be sold? ☐ Yes ☒ No FHA mortgage? ☐ Yes ☒ No Sales Price \$ _____ Lender _____

17. MORTGAGOR'S CERTIFICATE-- I ☐ have ☒ have not received a copy of the FHA Statement of Value (FHA Form 2800-6) or Veterans Administration Certificate of Reasonable Value (VA Form 26-1843) showing the estimated value of the property described in this application. Have you sold a property within the last 2 years which had an FHA mortgage? ☐ Yes ☒ No. If "Yes" was the mortgage paid in full? ☐ Yes ☒ No. If "No" give FHA Case Number _____

_____ buyer's name _____ property address _____ original mortgage amount \$ _____

lender's name and address _____

unpaid balance when sold \$ _____ Did buyer intend to occupy? ☐ Yes ☒ No. Have you ever been obligated on a home loan, home improvement loan or a mobile home which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgement? ☐ Yes ☒ No. If "Yes" attach statement giving full details including date, property address, name and address of lender, FHA or VA Case Number, if any, and reasons for the action. If dwelling to be covered by this mortgage is to be rented, it is a part of, adjacent or contiguous to any project, subdivision, or group of rental properties involving eight or more dwelling units in which you have any financial interest? ☐ Yes ☒ No. If "Yes" give details. Do you own four or more dwelling units with mortgages insured under any title of the National Housing Act? ☐ Yes ☒ No. If "Yes" submit FHA Form 2561. The Mortgagor certifies that all information in this application is given for the purpose of obtaining a loan to be insured under the National Housing Act and is true and complete to the best of his knowledge and belief. Verification may be obtained from any source named herein.

Mortgagor certifies that he had received a copy of the conditional commitment issued by the F.H.A.

Signature Guillermo Cuevas Date _____

18. MORTGAGEE'S CERTIFICATE. The mortgagee certifies that all information in this application is true and complete to the best of its knowledge and belief. Signature M. V. S. Date _____

and belief. Signature _____ Date _____

_____ influencing in any way the action of serv

THIS AGREEMENT, made the 19th day of NOVEMBER, nineteen 1
BETWEEN

COUNTY-LINE COLLATERAL CORP. a domestic corporation with
offices at 87-12 Parsons Blvd. Jamaica, New York 11432

A-3

hereinafter described as the seller, and

GUILLERMO O. CUEVAS and ROSE CUEVAS hbs wife, both residing at
24 Furman Avenue Brooklyn, New York

hereinafter described as the purchaser.

WITNESSETH, that the seller agrees to sell and convey, and the purchaser agrees to purchase, all that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, being more particularly bounded and described as follows:
BEGINNING at a point on the northerly side of Quincy Street, distant 105 feet easterly from the corner formed by the intersection of the northerly side of Quincy Street with the easterly side of Reid Avenue;
RUNNING thence northerly parallel with Reid Avenue and a part of the distance through a party wall, 100 feet;
THENCE easterly parallel with Quincy Street, 20 feet;
THENCE southerly along the said northerly side of Quincy Street, 20 feet to the point or place of BEGINNING.
SAID PREMISES known as and by No. 719A Quincy Street Brooklyn, New York

Subject to any state of facts a more accurate survey may disclose, provided same do not render title unmarketable.

Subject to easements, covenants, and restrictions of record, if any, provided same do not prohibit existing structures.

Seller represents the premises to be a legal two family dwelling.

Seller agrees to deliver the premises vacant and broom-clean at the time of closing.

Seller represents the plumbing, heating and electrical systems to be in good working order at the time of closing, and the roof to be free leaks. The purchaser may have his qualified mechanic inspect the premises prior to time of closing by appointment with the seller and if any defects are found, the seller agrees to correct them prior to closing.

[Handwritten signature]
This sale is conditioned upon the purchaser obtaining a firm written F.H.A. approved mortgage commitment of \$20,000.00 for no less than 25 years at the prevailing rate of interest within 45 days from the signing of this contract. In the event said mortgage commitment is not obtained then either party to this contract may declare this contract null and void in which event all monies deposited under the terms of this contract will be refunded in full.

The seller agrees to pay all origination fees, brokerage fees and discounts and all closing costs in conjunction with the obtaining of a mortgage. The purchaser agrees, however, to pay his own legal fees, all escrows, advance interest, fire insurance policy costs, and adjustments at the time of closing of title.

The purchaser agrees to cooperate in every way with the lending institution in applying for the aforementioned mortgage commitment and in the processing of same.

This sale includes all right, title and interest, if any, of the seller in and to any land lying in the bed of any street, road or avenue opened or proposed, in front of or adjoining said premises, to the center line thereof, and all right, title and interest of the seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to said premises by reason of change of grade of any street; and the seller will execute and deliver to the purchaser, on closing of title, all proper instruments for the conveyance of such title and the assignment and collection of

The price is TWENTY-ONE THOUSAND FIVE HUNDRED (\$21,500.00) Dollars, payable as follows:
ONE THOUSAND FIVE HUNDRED (\$ 1,500.00) Dollars,
on the signing of this contract, by check subject to collection, the receipt of which is hereby acknowledged;
Dollars,
TWENTY THOUSAND (\$ 20,000.00)
in cash or good certified check on the delivery of the deed as hereinafter provided;
Dollars,

by taking title subject to a mortgage now a lien on said premises in that amount, bearing interest at the
rate of per cent per annum, the principal being due, and payable
Dollars,

by the purchaser or assigns executing, acknowledging and delivering to the seller a bond or, at the option of the seller, a
note secured by a purchase money mortgage on the above premises, in that amount, payable

together with interest at the rate of per cent
per annum payable

Any bond or note and mortgage to be given hereunder shall be drawn on the standard forms of New York Board of Title Underwriters for mortgages of like lien; and shall be drawn by the attorney for the seller at the expense of the purchaser, who shall also pay the mortgage recording tax and recording fees and pay for and affix to such instruments any and all revenue stamps that may be necessary.

If such purchase money mortgage is to be a subordinate mortgage on the premises it shall provide that it shall be subject and subordinate to the lien of the existing mortgage of \$, any extensions thereof and to any mortgage or consolidated mortgage which may be placed on the premises in lieu thereof, and to any extensions thereof provided (a) that the interest rate thereof shall not be greater than per cent per annum and (b) that, if the principal amount thereof shall exceed the amount of principal owing and unpaid on said existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. Such purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and shall further provide that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.

If there be a mortgage on the premises the seller agrees to deliver to the purchaser at the time of delivery of the deed a proper certificate executed and acknowledged by the holder of such mortgage and in form for recording, certifying as to the amount of the unpaid principal and interest thereon, date of maturity thereof and rate of interest thereon, and the seller shall pay the fees for recording such certificate.

Said premises are sold and are to be conveyed subject to:

1. Zoning regulations and ordinances of the city, town or village in which the premises lie which are not violated by existing structures.
2. Consents by the seller or any former owner of premises for the erection of any structure or structures on, under or above any street or streets on which said premises may abut.
3. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the Departments of Housing and Buildings, Fire, Labor, Health, or other State or Municipal Department having jurisdiction against or affecting the premises at the date hereof, shall be complied with by the seller and the premises shall be conveyed free of the same, and this provision of this contract shall survive delivery of the deed hereunder. The seller shall furnish the purchaser with an authorization to make the necessary searches therefor.

If, at the time of the delivery of the deed, the premises or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments, of which the first installment is then a charge or lien, or has been paid, then for the purposes of this contract all the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by the seller, upon the delivery of the deed.

The following are to be apportioned:

- (1) Rents as and when collected.
- (2) Interest on mortgages.
- (3) Premiums on existing transferable insurance policies or renewals of those expiring prior to the closing.
- (4) Taxes and sewer rents, if any, on the basis of the fiscal year for which assessed.
- (5) Water charges on the basis of the calendar year.
- (6) Fuel, if any.

RIDER ATTACHED TO AND FORMING PART OF A CONTRACT
AFFECTING PREMISES 719A QUINCY STREET BROOKLYN, N.Y.
DATED November 19th, 1970
MADE BETWEEN COUNTY-LINE COLLATERAL CORP.

A-5

AS SELLERS, AND

GUILLERMO O. CUEVAS and ROSE CUEVAS
AS PURCHASERS

IT IS EXPRESSLY UNDERSTOOD, that notwithstanding any other provisions of this contract, the purchasers shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of the earnest money deposits or otherwise unless the seller has delivered to the purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property for mortgage insurance purposes of not less than \$ 21,000.00 which statement the seller hereby agrees to deliver to the purchasers promptly after such appraised value statement is made available to the seller.

The purchasers shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

THE PURCHASERS REPRESENT that they have inspected the premises, and that no representations have been made to them as to the condition of the same, and agree to take the same in "as is" condition.

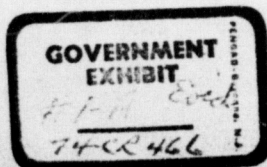
THE PURCHASERS AGREE to make immediate application for a first mortgage loan in the amount of \$20,000.00 to be insured by the Federal Housing Administration or guaranteed by the Veterans Administration. Such mortgage application shall be made at the purchaser's own permissive cost and expense. To this end, the purchaser(s) does hereby agree to make diligent, truthful and proper application to a lending institution and, without delay, to furnish such verifications of bank accounts, their employment, or any other instruments or information as may be required by said lending institution in the processing of purchaser's application for the mortgage loan described above. In the event the purchaser is unable to obtain a bank commitment for such mortgage within 30 days from the signing of this agreement, and FHA or VA approval within 60 days from the date hereof, then either party may cancel this contract by written notice to the other, and said money shall be returned to the purchasers, less the sum of \$35.00 as seller's attorney's fees for the preparation of this contract, and upon such deposit being returned this contract shall be null and void.

The veteran agrees that in the event the Certificate of Reasonable Value comes in at less than the contract price that at the request of the seller he will sign an appeal to the Veterans Administration without any further cost to reconsider the appraisal and in the event said appraisal is corrected, then in the event, the contract is in full force and effect. In the event the appraisal is not changed, then in that event, the seller shall have the option of either reducing the sales price to conform with the Certificate of Reasonable Value and this contract shall remain in full force and effect or returning the monies deposited and this contract shall terminate.

COUNTY-LINE COLLATERAL CORP.

BY:

George Stone V.P.
Guillermo O. Cuevas
Rose Cuevas



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If the closing of the title shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

If there be a water meter on the premises, the seller shall furnish a reading to date not more than thirty days prior to the time herein set for closing title, and the unfixed meter charge and the unfixed sewer rent, if any, based thereon for the intervening time shall be apportioned on the basis of such last reading.

The deed shall be the usual Bargain & Sale Deed with Covenant Against Grantor's Act deed in proper statutory short form for record and shall be duly executed, acknowledged, and have revenue stamps in the proper amount affixed thereto by the seller, at the seller's expense, so as to convey to the purchaser the fee simple of the said premises, free of all encumbrances, except as herein stated, and shall also contain the covenant required by subdivision 5 of Section 13 of the Lien Law.

This clause should be omitted if the property is not in the City of New York.

At the closing of the title the seller shall deliver to the purchaser a certified check to the order of the City Treasurer for the amount of the Real Property Transfer Tax imposed by Title 1 of Chapter 46 of the Administrative Code of the City of New York and will also deliver to the purchaser the return required by the said statute and the regulations issued pursuant to the authority thereof, duly signed and sworn to by the seller; the purchaser agrees to sign and swear to the said return and to cause the said check and the said return to be delivered to the City Register promptly after the closing of the title.

The seller shall give and the purchaser shall accept such title as any recognized New York Title Company, a member of the New York Board of Title Underwriters, will approve and insure.

All sums paid on account of this contract, and the reasonable expenses of the examination of the title to said premises and of the survey, if any, made in connection therewith are hereby made liens thereon, but such liens shall not continue after default by the purchaser under this contract.

All fixtures and articles of personal property attached or appurtenant to or used in connection with said premises are represented to be owned by the seller, free from all liens and encumbrances except as herein stated, and are included in this sale; without limiting the generality of the foregoing, such fixtures and articles of personal property include plumbing, heating, lighting and cooking fixtures, air-conditioning fixtures and units, ranges, refrigerators, radio and television aerials, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather-vanes, flagpoles, pumps, shrubbery and outdoor statuary. If any, to the extent the same presently exists at present, without representation as to physical condition.

The amount of any unpaid taxes, assessments, water charges and sewer rents which the seller is obligated to pay and discharge, with the interest and penalties thereon to a date not less than two business days after the date of closing title, may at the option of the seller be allowed to the purchaser out of the balance of the purchase price, provided official bills therefor with interest and penalties thereon figured to said date are furnished by the seller at the closing. If at the date of closing title there may be any other liens or encumbrances which the seller is obligated to pay and discharge, the seller may use any portion of the balance of the purchase price to satisfy the same, provided the seller shall have delivered to the purchaser at the closing of title instruments in recordable form and sufficient to satisfy such liens and encumbrances of record, together with the cost of recording or filing said instruments. The purchaser, if request is made within a reasonable time prior to the date of closing of title, agrees to provide at the closing separate certified checks as requested, aggregating the amount of the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if the seller shall comply with the foregoing requirements.

If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the seller, the seller will on request deliver to the purchaser an affidavit showing that such judgments, bankruptcies or other returns are not against the seller.

In the event that the seller is unable to convey title in accordance with the terms of this contract, the sole liability of the seller will be to refund to the purchaser the amount paid on account of the purchase price and to pay the net cost of examining the title, which cost is not to exceed the charges fixed by the New York Board of Title Underwriters, and the net cost of any survey made in connection therewith incurred by the purchaser, and upon such refund and payment being made this contract shall be considered canceled.

The deed shall be delivered upon the receipt of said payments at the office of the lending institution,

at 10 A.M. o'clock on or about Dec. 30, 1970.

The parties agree that ~~NO BROKER~~ brought about this sale and the seller agrees to pay the commission at the rates established or adopted by the Board of Real Estate Brokers in the locality where the property is situated.

It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this contract, made by the other. The purchaser has inspected the buildings standing on said premises and is thoroughly acquainted with their condition.

This agreement may not be changed or terminated orally. The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

If two or more persons constitute either the seller or the purchaser, the word "seller" or the word "purchaser" shall be construed as if it read "sellers" or "purchasers" whenever the sense of this agreement so requires.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto.

In presence of:

COUNTY-~~LINE~~ COLLATERAL COPY.

BY:

George Stone VP.
William B. Cuevas
Rose Cuevas

GOVERNMENT
EXHIBIT

#1-B
74cc 466

NOTE: FIRE LOSSES. This form of contract contains no express provision as to risk of loss by fire or other casualty before delivery of the deed. Unless express provision is made, the provisions of Section 5-1311 of the General Obligations Law will apply. This section also places risk of loss upon purchaser if title or possession is transferred prior to closing.

CREDIT

FINANCIAL STATEMENT AS OF

19

DEBIT

Paid on signing Contract.....			Purchase Price		
1st Mortgage			Insurance		
Int. from@.....%					
2nd Mortgage					
Int. from@.....%					
Purchase Money Mortgage					
Security on Lease					
			Taxes		
Rent from					
Taxes			Water Rates		
			Sewer Rents		
			Fuel		
Water Rates					
Sewer Rents			Total Debit		
Assessments			Total Credit		
Total Credit			Balance Paid		

Closing of title under the within contract is hereby adjourned to
o'clock, at

as of

19

Dated,

19

; title to be closed and all adjustments to be made

For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby assigned,
transferred and set over unto

and said assignee hereby assumes all obligations of the purchaser thereunder.

Dated,

19

Purchaser

Assignee of Purchaser

TITLE No.

COUNTY-LINE COLLATERAL CORP.

and

Contract of Sale

PREMISES

719A QUINCY STREET
BROOKLYN, NEW YORK

STANDARD FORM OF
NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by



american
TITLE
INSURANCE COMPANY

A Member of The Continental Insurance Companies

THE OBSERVANCE OF THE FOLLOWING SUGGESTIONS WILL SAVE TIME AND TROUBLE AT THE CLOSING OF THIS TITLE

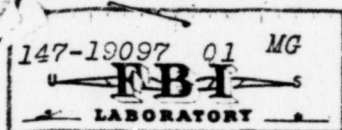
The **SELLER** should bring with him all insurance policies and duplicates, receipted bills for taxes, assessments and water rates, and any leases, deeds or agreements affecting the property.

When there is a water meter on the premises, he should order it read, and bring bills therefor to the closing.

If there are mortgages on the property he should produce receipts showing to what date the interest has been paid, and if the principal or rate of interest has been reduced, he should produce certificates of such reduction signed and acknowledged by the holders of the mortgages.

He should furnish to the purchaser a full list of tenants, giving the names, rent paid by each, and date to which the rent has been paid.

The **PURCHASER** should be prepared with cash or a certified check drawn to his own order. The check may be cashed for an approximate amount. Cash may be provided for the balance of the settlement.



Roe

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Form Approved
Budget Bureau No. 63-R0267

VETERANS ADMINISTRATION
AND
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL HOUSING ADMINISTRATION

REQUEST FOR VERIFICATION OF EMPLOYMENT

INSTRUCTIONS: LENDER - Complete Items 1 thru 7. Have applicant complete Item 8. Forward directly to employer named in Item 1.
EMPLOYER - Please complete Items 9 thru 16 and return directly to lender named in Item 2.

PART I - REQUEST

1. TO (Name and address of employer)		2. FROM (Name and address of lender)	
S & S Construction Corp. 204 Jamaica Avenue Brooklyn, New York 11208 Att: Personnel		DELTA CAPITAL CORP. 875 FULTON AVE., HEMPSTEAD, N. Y. 11550 34354	
3. SIGNATURE OF LENDER	4. TITLE	5. DATE	6. FHA OR VA NUMBER
Robert Katz	Asst. Vice Pres.	11-3-70	

I have applied for a mortgage loan and stated that I am employed by you. My signature below authorizes verification of this information.

7. NAME AND ADDRESS OF APPLICANT	8. SIGNATURE OF APPLICANT
Charles Jackson-Jr.-331 B.68th St.-Arverne,NY	Charles Jackson Jr.

PART II - VERIFICATION

EMPLOYMENT DATA		PAY DATA	
9A. IS APPLICANT NOW EMPLOYED BY YOU? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If "No," complete Items 9c and 9d.)	12A. BASE PAY (Enter amount and check period) <input type="checkbox"/> ANNUAL <input type="checkbox"/> HOURLY <input type="checkbox"/> MONTHLY <input checked="" type="checkbox"/> OTHER (Specify) \$ 200.00 <input checked="" type="checkbox"/> WEEKLY	12C. TO BE COMPLETED FOR MILITARY PERSONNEL ONLY	
9B. HOW LONG HAS APPLICANT BEEN EMPLOYED BY YOU? (If Military, enter total service) 3 yrs (Jan 71)	12B. EARNINGS LAST 12 MONTHS	PAY GRADE	
9C. DATE APPLICANT LEFT	TYPE	AMOUNT	MONTHLY AMOUNT
9D. REASON FOR LEAVING	BASE PAY	\$10,400.00	
10. PRESENT POSITION	OVERTIME	\$	
11. PROBABILITY OF CONTINUED EMPLOYMENT	COMMISSIONS	\$	
Excellent Probability	BONUS	\$ 500.00	

13. REMARKS
Valued Employee

DELTA CAPITAL CORP.
DEC 14 1970

The above information is provided in strict confidence in response to your request.		
14. SIGNATURE OF EMPLOYER	15. TITLE	16. DATE
William Taylor	V. P.	12/10/70

THE INFORMATION ON THIS FORM IS CONFIDENTIAL. IT IS TO BE TRANSMITTED DIRECTLY, WITHOUT PASSING THROUGH THE HANDS OF THE APPLICANT OR ANY OTHER PARTY.

upon
the

herein, by delivering a true copy thereof to

personally. Deponent knew the
therein.

Budget Bureau No. 63-R1062



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL HOUSING ADMINISTRATION

2. FHA Case No.
373-168699-303

**MORTGAGEE'S APPLICATION FOR MORTGAGOR APPROVAL
AND COMMITMENT FOR MORTGAGE INSURANCE UNDER
THE NATIONAL HOUSING ACT**

☐ SEC. 203(b) ☒ SEC. 223E

5. MORTGAGEE - Name, Address & Zip Code

DELTA CAPITAL CORP.
175 Fulton Avenue
Hempstead, New York 11550

(Please locate address within county)

**RECEIVED
FEDERAL HOUSING ADMINISTRATION
JAN 5 1971
HEMPSTEAD, N.Y.
INSURING OFFICE**

3. PROPERTY ADDRESS

183 Covert Street Brooklyn, New York

4. MORTGAGORS:

Husband JACKSON, Charles Age 24

Wife _____ Age _____

Address 331B 68th Street
Brooklyn, New York

Yrs. _____ No. of _____ Age(s) _____

6. MORTGAGE	Mortgage Amount	Interest Rate	No. of months	Monthly Payment Principal & Interest
APPLIED FOR →	\$ 19,250	8 1/2 %	360	148.03

7. PURPOSE OF LOAN: ☐ Finance Cont. ☐ Finance Impr. ☐ Other
☐ on Own Land ☐ Exist. Loan ☐ to Exist. Prop.
Mortgagor will be: ☒ Occupant ☐ Landlord ☐ Escrow Commit. Mortgagor

8. EMPLOYMENT

Husband's occupation Foreman
Employer's name & address S & S Construction
204 Jamaica Avenue
Brooklyn, New York years employed 3yrs
Wife's occupation _____
Employer's name & address _____
years employed _____

9. MONTHLY INCOME

Husband's base pay + bonus \$ 908
Other Earnings (explain) _____
Wife's base pay _____
Other Earnings (explain) _____
Gross Income, Real Estate _____
Other (explain) 1 apt. 150
TOTAL \$ 1058

10. PREVIOUS MONTHLY HOUSING EXPENSE

Mortgage payment or rent \$ 100
Fire Insurance _____
Taxes, special assessments _____
Maintenance 10
Heat & Utilities 10
Other (explain) _____
TOTAL \$ 120

11. PREVIOUS MONTHLY FIXED CHARGES

Federal, State & Local income taxes \$ 65
Prem. for \$ _____ Life Insurance _____
Social Security & Retirement Payments 28
Installment account payments _____
Operating Expenses, other Real Estate _____
Other (explain) _____
TOTAL \$ 93

12. ASSETS FOR CLOSING

Cash accounts Peninsula National \$ 400
Marketable securities _____
Other (explain) Cash on Hand 208
OTHER ASSETS (A) TOTAL \$ 608
Cash deposit on purchase 1000
Other (explain) Household Effects 5000
(B) TOTAL \$ 6,600

13. LIABILITIES

Automobile \$ _____ Monthly Payt. _____ Unpd. Bal. _____
Debts, other Real Estate N _____
Life Insurance Loans _____
Notes payable 0 _____
Credit Union _____
Retail accounts _____
TOTAL \$ _____

14. FUTURE MONTHLY PAYMENTS

(a) Principal & Interest \$ 148.03 ✓
(b) FHA Mortgage Insurance Premium 7.99 ✓
(c) Ground rent (Leasehold only) _____
(d) TOTAL DEBT SERVICE (a+b+c) 156.02 ✓
(e) Fire Insurance 10 ✓
(f) Taxes, special assessments 42 ✓
(g) TOTAL MTG. PAYT. (d+e+f) 208.02 ✓
(h) Maintenance 16 ✓
(i) Heat & utilities 55 ✓
(j) TOTAL HSG. EXPENSE (g+h+i) 279.02 ✓
(k) Other recurring charges (explain) _____
(l) TOTAL FIXED PAYT. (j+k) \$ 364

15. SETTLEMENT REQUIREMENTS

(a) Existing debt (Refinancing only) _____
(b) Sale price (Realty only) 19,250 20,500
(c) Repairs & Improvements Seller to Pay 750
(d) Closing Costs Seller to Pay 20,500
(e) TOTAL (a+b+c+d) 19,250 ✓
(f) Mortgage amount 1,250
(g) Mortgagor's required investment (e-f) 150
(h) Prepayable expenses _____
(i) Non-realty & other items _____
(j) TOTAL REQUIREMENTS (g+h+i) 1400 ✓
(k) Amt. pd. ☒ cash ☐ Other (explain) _____ 1000
(l) Amt. to be pd. ☒ cash ☐ Other (explain) _____ 400
(m) Tot. assets available for closing (12(A)) 600

16. Do you own other Real Estate ☐ Yes ☒ No Is it to be sold ☐ Yes ☒ No FHA mortgage ☐ Yes ☒ No Sales Price \$ _____ Orig. Mtg. Amt. \$ _____
Unpaid Bal. \$ _____ Address _____ Lender _____

17. MORTGAGOR'S CERTIFICATE - Have you sold property within the last 2 years which had an FHA mortgage? ☐ Yes ☒ No. If "Yes" give
FHA Case No. _____; Buyer's Name _____ Did buyer intend to occupy ☐ Yes ☒ No. Property
Address _____ Date of Transfer _____ Sales Price \$ _____ Orig. Mtg. Amt. \$ _____ Unpd. Bal. when
sold \$ _____ Have you ever been obligated on a home loan, or a home improvement loan which resulted in foreclosure, deed in lieu of foreclosure,
or judgment? ☐ Yes ☒ No. If "Yes" attach statement giving full details including date, property address, name and address of lender and reasons for the
actions. If dwelling to be covered by the mortgage is to be for rent - is it a part of, adjacent or contiguous to any project subdivision or group of rental prop-
erties involving eight or more dwelling units in which you have any financial interest ☐ Yes ☒ No. If "Yes" give details. Do you own four or more
dwelling units insured under any title of the National Housing Act? ☐ Yes ☒ No. If "Yes" submit Form 2561. The mortgagor certifies that all information
in this application is given for the purpose of obtaining a loan to be insured under the National Housing Act and is true and complete to the best of his knowl-
edge and belief. Verification may be obtained from any source named herein. I have received the FHA form showing the
value of the property to be \$20,250.00

Signature(s) Robert H. [Signature] Date: _____ 196

18. MORTGAGEE'S CERTIFICATE - The mortgagee certifies that all information in this application is true and complete to the best of its knowledge and

147-19097 MG Q75

Form Approved
Budget Bureau No. 63-RO267VETERANS ADMINISTRATION
AND
U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL HOUSING ADMINISTRATION

REQUEST FOR VERIFICATION OF EMPLOYMENT

INSTRUCTIONS: LENDER - Complete Items 1 thru 7. Have applicant complete Item 8. Forward directly
to employer named in Item 1.

EMPLOYER - Please complete Items 9 thru 16 and return directly to lender named in Item 2.

PART I - REQUEST

1. TO (Name and address of employer) Florence Fashions 141 Main St. East Rockaway, NY		2. FROM (Name and address of lender) FLORENCE FASHIONS 141 MAIN ST. EAST ROCKAWAY, N.Y. 01187-3	
3. SIGNATURE OF LENDER <i>Gloria Suppa</i>	4. TITLE <i>Asst Secy</i>	5. DATE <i>2/14/72</i>	6. FHA OR VA NUMBER

I have applied for a mortgage loan and stated that I am or was employed by you. My signature below authorizes verification of this information.

7. NAME AND ADDRESS OF APPLICANT 165 B. 37th St., Far Rockaway, NY Otha Wray Muskelly, Jr.	8. SIGNATURE OF APPLICANT <i>Otha Wray Muskelly Jr.</i>
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PART II - VERIFICATION

EMPLOYMENT DATA		PAY DATA	
9A. IS APPLICANT NOW EMPLOYED BY YOU? (If "Yes," complete Items 9B, 10 and 11.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If "No," complete Items 9B, 9C, 9D and 10.)	12A. BASE PAY (Enter amount and check period) <input checked="" type="checkbox"/> ANNUAL <input type="checkbox"/> HOURLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WEEKLY	12C. TO BE COMPLETED FOR MILITARY PERSONNEL ONLY PAY GRADE	
9B. LENGTH OF APPLICANT'S EMPLOYMENT (If Military, enter total service) <i>5 years 5 months</i>	12B. EARNINGS LAST 12 MONTHS	TYPE MONTHLY AMOUNT	
9C. DATE APPLICANT LEFT	TYPE	AMOUNT	BASE PAY \$
9D. REASON FOR LEAVING	BASE PAY	\$ 13,000.00	RATIONS \$
	OVERTIME	\$	FLIGHT OR HAZARD \$
10. POSITION OR JOB TITLE <i>Tailor</i>	COMMISSIONS	\$	CLOTHING \$
11. PROBABILITY OF CONTINUED EMPLOYMENT <i>very good</i>	BONUS	\$ 600.00	QUARTERS \$
			PRO PAY \$
			OVER SEAS OR COMBAT \$
13. REMARKS			

The above information is provided in strict confidence in response to your request.

14. SIGNATURE OF EMPLOYER <i>Thomas M. Mott</i>	15. TITLE <i>Inspector</i>	16. DATE <i>March 9 1972</i>
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THE INFORMATION ON THIS FORM IS CONFIDENTIAL. IT IS TO BE TRANSMITTED DIRECTLY, WITHOUT PASSING
THROUGH THE HANDS OF THE APPLICANT OR ANY OTHER PARTY.



ADMINISTRATION
HOME LOAN GUARANTY

495,49

1B LENDER'S PLAN NO. **495149**

2A PRESENT ADDRESS OF VETERAN (Include ZIP Code)
**John Wray Muskelly, Jr., 165 B37th St.,
Far Rockaway, New York**

2B RACE OR ETHNIC ORIGIN OF VETERAN
☒ WHITE (Non Minority) ☐ NEGRO/BLACK
☐ SPANISH AMERICAN ☐ AMERICAN INDIAN
☐ ORIENTAL ☐ OTHER

3 NAME AND ADDRESS OF LENDER (Include number, street or rural route, city or P.O., State and ZIP Code)
**PublicEquities Corp.
250 Fulton Avenue
Hempstead, New York**

2C SOCIAL SECURITY NUMBER

4 PROPERTY ADDRESS INCLUDING NAME OF SUBDIVISION LOT AND BLOCK NO. AND ZIP CODE
**668 Halsey St., Brooklyn,
New York**

5. AMOUNT OF LOAN 17,600	6A. INTEREST RATE 7 %	6B. PROPOSED MATURITY 20 YRS 0 MOS
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The undersigned veteran and lender hereby apply to the Administrator of Veterans' Affairs for Guaranty of the loan described herein under Section 1810, Chapter 37, Title 38, United States Code to the full extent permitted by the veteran's available entitlement and severally agree that the Regulations promulgated pursuant to Chapter 37 and in effect on the date of the loan shall govern the rights, duties, and liabilities of the parties.

SECTION I — PURPOSE, AMOUNT, TERMS OF AND SECURITY FOR PROPOSED LOAN

7. PURPOSE OF LOAN — TO <input checked="" type="checkbox"/> PURCHASE EXISTING HOME — PREVIOUSLY OCCUPIED <input type="checkbox"/> CONSTRUCT A HOME — PROCEEDS TO BE PAID OUT DURING CONSTRUCTION <input type="checkbox"/> PURCHASE EXISTING HOME — NOT PREVIOUSLY OCCUPIED <input type="checkbox"/> PURCHASE CONDOMINIUM UNIT <input type="checkbox"/> NEW <input type="checkbox"/> EXISTING	
8. TITLE WILL BE VESTED IN <input checked="" type="checkbox"/> VETERAN <input type="checkbox"/> VETERAN AND SPOUSE <input type="checkbox"/> OTHER (Specify)	
9. LIEN <input checked="" type="checkbox"/> 1st MORTGAGE <input type="checkbox"/> FEE SIMPLE <input type="checkbox"/> LEASEHOLD (Show expiration date)	
10. ESTATE WILL BE:	
11. ESTIMATED TAXES, INSURANCE AND ASSESSMENTS	
12. ESTIMATED MONTHLY PAYMENT	
A. ANNUAL TAXES \$ 300	A. PRINCIPAL AND INTEREST \$ 136.58
B. AMOUNT OF HAZARD INSURANCE ON SECURITY	B. TAXES AND INSURANCE DEPOSITS 25.00
C. ANNUAL HAZARD INSURANCE PREMIUMS 125	C. OTHER
D. ANNUAL SPECIAL ASSESSMENT PAYMENT	
E. UNPAID SPECIAL ASSESSMENT BALANCE	
F. ANNUAL MAINTENANCE ASSESSMENT	D. TOTAL \$ 161.58

SECTION II — PERSONAL AND FINANCIAL STATUS OF VETERAN

13. MARITAL STATUS <input checked="" type="checkbox"/> MARRIED <input type="checkbox"/> WIDOWED <input type="checkbox"/> DIVORCED <input type="checkbox"/> SEPARATED <input type="checkbox"/> NEVER MARRIED		14. AGE OF SPOUSE 20	15. AGE(S) OF DEPENDENT(S) 0						
16. ASSETS									
A. CASH (Including deposit on purchase) \$ 2500.00									
B. SAVINGS BONDS, OTHER SECURITIES									
C. REAL ESTATE OWNED									
D. AUTO 1969 Oldsmobile \$ 1300.00									
E. FURNITURE AND HOUSEHOLD GOODS 6500.00									
F. OTHER (Use separate sheet, if necessary)									
G. TOTAL \$ 9300.									
17. LIABILITIES (Itemize all debts)									
18. Monthly Payment on Rented Premises Vet. Now Occupies									
A. RENT 150 B. UTILITIES INCLUDED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO TOTAL \$ None \$ None									
19. INCOME AND OCCUPATIONAL STATUS									
20. ESTIMATED TOTAL COST									
ITEM		VETERAN		SPOUSE		ITEM		AMOUNT	
A. OCCUPATION		Alterations				A. PURCHASE EXISTING HOME		\$ 18,500.	
B. NAME OF EMPLOYER		Florence Fashions				B. ALTERATIONS, IMPRV., REPAIRS			
C. NUMBER OF YRS. EMPLOYED		5½				C. CONSTRUCTION			
D. GROSS PAY		MONTHLY \$ 1085. HOURLY \$		MONTHLY \$ HOURLY \$		D. LAND (If acquired separately)			
E. OTHER INCOME		Bonus 50				E. PURCHASE OF CONDOMINIUM UNIT		200.	
		Rents 360.				F. PREPAID ITEMS		800.	
						G. ESTIMATED CLOSING COST		\$ 19,500	
						H. TOTAL COST (Add items 20A through 20G)		750.	
						I. LESS CASH FROM VETERAN			
						J. LESS OTHER CREDITS		\$ 17,600.	
						K. AMOUNT OF LOAN			
NOTE—IF LAND ACQUIRED BY SEPARATE TRANSACTION, COMPLETE ITEMS 21A AND 21B				21A. DATE ACQUIRED		21B. UNPAID BALANCE			

SECTION III — CERTIFICATION (Must be signed by veteran and lender)

THE UNDERSIGNED VETERAN CERTIFIES THAT: (Complete Item 22A and Check Items 22B and 22F in all cases.) (Check Items 22C, 22D and 22E whenever the contract price or cost exceeds the VA reasonable value determination.)
22A. ☒ I have been informed that \$ **17,600** is the reasonable value of the property as determined by the VA.
22B. ☒ I now actually occupy the property identified herein as my home or intend to move into and occupy it as my home within a reasonable period of time after completion of the loan.
22C. ☐ I was ☐ was not ☒ aware of the VA reasonable value determination when I signed my contract.
22D. ☒ Having been informed of the VA reasonable value determination, I do hereby represent that I desire to complete the transaction at the contract price or cost.
22E. ☒ I have paid or will pay in cash from my own resources at or prior to loan closing the difference between the contract price or cost and the VA reasonable value, and I do not now have and will not have outstanding after loan closing any unpaid contractual obligation on account of such cash payment.
22F. ☒ The foregoing information contained in these certifications and in Section II of this application are true and complete to the best of my knowledge and belief.

READ CERTIFICATION CAREFULLY — DO NOT SIGN APPLICATION UNLESS IT IS FULLY COMPLETED

23 DATE 3/1/72	24 SIGNATURE OF VETERAN (Read certification carefully before signing) John W. Muskelly Jr.
THE UNDERSIGNED LENDER CERTIFIES THAT ALL INFORMATION REFLECTED IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.	
25 DATE 3/1/72	26 NAME OF LENDER PublicEquities Corp.
27 TELEPHONE NO.	28 SIGNATURE AND TITLE OF OFFICER OF LENDER Alfred J. [Signature]
FEDERAL STATUTES PROVIDE SEVERE PENALTIES FOR ANY FRAUD, INTENTIONAL MISREPRESENTATION, OR CRIMINAL CONNIVANCE IN OBTAINING THE ISSUANCE OF ANY GUARANTY OR INSURANCE BY THE ADMINISTRATOR.	

AFFIDAVIT OF MAILING

STATE OF NEW YORK
COUNTY OF KINGS
EASTERN DISTRICT OF NEW YORK, ss:

----- EVELYN COHEN -----, being duly sworn, says that on the 10th
day of March, 1976, I deposited in Mail Chute Drop for mailing in the
U.S. Courthouse, Cadman Plaza East, Borough of Brooklyn, County of Kings, City and
State of New York, a GOVERNMENT'S APPENDIX
of which the annexed is a true copy, contained in a securely enclosed postpaid wrapper
directed to the person hereinafter named, at the place and address stated below:

----- Harold L. Goerlich, Esq. -----

----- 380 No. Broadway -----

----- Jericho, N.Y. 11753 -----

Sworn to before me this
10th day of March, 1976

Olga P. Morgan
OLGA P. MORGAN
Notary Public, State of New York
No. 624-4501966
Qualified in Kings County
Commission Expires March 30, 1977

Evelyn Cohen

TAKE NOTICE that the within
presented for settlement and signa-
e Clerk of the United States Dis-
t in his office at the U. S. Court-
Cadman Plaza East, Brooklyn,
on the ____ day of _____,
10:30 o'clock in the forenoon.

Brooklyn, New York,

_____, 19____

United States Attorney,
Attorney for _____

for _____

TAKE NOTICE that the within
copy of _____ duly entered
the ____ day of _____
in the office of the Clerk of
District Court for the Eastern Dis-
trict of New York,
Brooklyn, New York,

_____, 19____

United States Attorney,
Attorney for _____

for _____

Action

No. _____

UNITED STATES DISTRICT COURT
Eastern District of New York

—Against—

United States Attorney,
Attorney for _____
Office and P. O. Address,
U. S. Courthouse
225 Cadman Plaza East
Brooklyn, New York 11201

Due service of a copy of the within
_____ is hereby admitted.

Dated: _____, 19____

Attorney for _____

